

BILL NO. S-77-02- 22

SPECIAL ORDINANCE NO. S- 64-77

AN ORDINANCE approving a contract with Macke Development Corp., for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated February 9, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Macke Development Corp., for:

Beginning at a proposed manhole located 10 feet South and 10 feet East of the Northeast corner of lot #565 in Pine Valley Country Club, 9th Addition, Allen County, Indiana; Thence South-Westerly along the common lot line of lots #565 and #564 a distance of 260 feet to a point 27 feet South of the centerline of Glen Echo Ct. and 48 feet East of the North-West corner of lot #562 in said Addition; Thence Westerly and parallel to Glen Echo Ct. a distance of 338 feet to a point 7 feet East and 7 feet South of the North-West corner of lot #559 in said Addition; Thence South-erly and parallel to the East right-of-way line of Wayfair Place a distance of 400 feet to point A located 55 feet East and 30 feet South of the Southwest corner of lot 556 in said Addition; Thence North Westerly along a line 7 feet North of the North right-of-way of Ransom Dr. a distance of 430 feet to a point of terminus, 7 feet North of the Southwest corner of lot #576.


ALSO:

Beginning at described point "A" thence Southeasterly 220 feet to a point located 5 feet North and 25 feet West of the Northeast corner lot #538, thence Easterly 230 feet to point "B" located 7 feet South & 7 feet West of the Northeast corner of lot #540, thence South 385 feet, 7 feet West of West right-of-way of Ransom Ct. to the point of terminus.

ALSO:

Beginning at described point "B" thence Northeasterly 120 feet to a point located 5 feet East and 5 feet North of the Southwest corner of lot 550 to the point of terminus,

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved

APPROVED AS TO FORM AND LEGALITY, 
CITY ATTORNEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

Read the first time in full and on motion by Nolan, seconded by Stamps, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 2-22-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by D. Schmidt, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>6</u>			<u>3</u>	
BURNS	<u>✓</u>				
HINGA				<u>A</u>	
HUNTER	<u>✓</u>				
MOSES				<u>A</u>	
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.				<u>A</u>	
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 2-8-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. S-64-77 on the 8th day of March, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Guckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of March, 1978, at the hour of 2:00 o'clock P.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 9th day of March, 1978, at the hour of 4:00 o'clock P.M., E.S.T.

Ralph Armstrong
MAYOR

Bill No. S-77-02-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Macke Development Corp., for construction of
a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

3-12-77 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Board of Public Works

Date January 28, 1977

From Philip R. Boller

Subject Pine Valley Country Club - 9th Addition

COPIES TO:

Attached, for your and councilmanic approval, is an
Agreement for Sewer Extension of subject project.

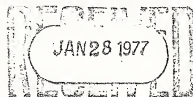


Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/klr

attachment

BOARD OF PUBLIC WORKS



NOTED

☐ H.P.W.

☒ P.E.H.L.

☒ M.G.S.

Date _____

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT made in triplicate this 9th day of February 1977, by and between Macke Development Corp., hereinafter referred to as "DEVELOPER" and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, hereinafter referred to as "CITY",
WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows; Beginning at a proposed manhole located 10 feet South and 10 feet East of the Northeast corner of lot # 565 in Pine Valley Country Club, 9th Addition, Allen County, Indiana; Thence South-Westerly along the common lot line of lots #565 and #564 a distance of 260 feet to a point 27 feet South of the centerline of Glen Echo Ct. and 48 feet East of the North-West corner of lot # 562 in said Addition; Thence Westerly and parallel to Glen Echo Ct. a distance of 338 feet to a point 7 feet East and 7 feet South of the North-West corner of lot # 559 in said Addition; Thence Southerly and parallel to the East right-of-way line of Wayfair Place a distance of 400 feet to point A located 55 feet East and 30 feet South of the Southwest corner of lot 556 in said Addition; Thence North Westerly along a line 7 feet North of the North right-of-way of Ransom Dr. a distance of 430 feet to a point of terminus, 7 feet North of the Southwest corner of lot # 576.

ALSO:

Beginning at described point "A" thence Southeasterly 220 feet to a point located 5 feet North and 25 feet West of the Northeast corner lot # 538, thence Easterly 230 feet to point "B" located 7 feet South & 7 feet West of the Northeast corner of lot # 540, thence South 385 feet, 7 feet West of West right-of-way of Ransom Ct. to the point of terminus.

ALSO:

Beginning at described point "B" thence Northeasterly 120 feet to a point located 5 feet East and 5 feet North of the Southwest corner of lot # 550 to the point of terminus.

All sewers shall consist of 2483 L.F. of 8-inch V.C.P in accordance with the plans, specifications and profiles heretofore submitted to the CITY and now on file in the office of the Chief W.P.C. Engineer of the City Utilities of the CITY, and known as Pine Valley Country Club, Ninth Addition, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$28,500.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the CITY, under private contract to be let within (60) days after requisite CITY approval. All work and materials shall be subject to inspection by CITY and the right of CITY to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of CITY until final acceptance by CITY. Upon completion, said sewer shall become the property of CITY and CITY shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by CITY, and all further maintenance thereafter shall be borne by CITY.

2. COST OF CONSTRUCTION

The DEVELOPER agrees to pay the entire cost of and expense of construction of said sewer, in cash, including CITY engineering and inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY will serve the following described real estate:

Pine Valley Country Club, Ninth Addition, a subdivision in the South One-Half of the Northeast One-Quarter of Section 34, Township 32 North, Range 12 East, Allen County, Indiana.

As DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate of the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA (Area Connection Fees)

An area connection charge of \$475.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for the St. Joe Interceptor sewer.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one(1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for the disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for and in consideration of CITY'S entering into this Sewer Extension Agreement with DEVELOPER, releases DEVELOPER'S right, and the right of DEVELOPER'S successors in title, to remonstrate against pending or future annexations to the CITY of the area served by the sewers and facilities described in Article 3 hereof, and any person tapping into or connecting to the sewers and facilities contracted for herein shall be deemed to hereby waive their rights to remonstrate against the annexation of the area served by the sewers and facilities described in Article 3 hereof.

In further consideration and to induce CITY to execute and ratify this contract, said DEVELOPER, for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at its discretion to annex to the CITY of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the DEVELOPER, his successors and assigns by an grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute

an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten(10) days of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of CITY who connects into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its rights to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land of of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Ann., 1968 Supple., Sections 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respect subject to approval by the Common Council of CITY, by duly adopted Ordinance and if such Ordinance is not adopted within a period of ninety(90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

(6)

DEVELOPER:

MACKE DEVELOPMENT CORP.

By Elmer H. Macke
Elmer H. Macke, Pres.

CITY OF FORT WAYNE, INDIANA

By _____
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By _____
Henry P. Wehrenberg, Chairman

By Ethel H. LaMar
Ethel H. LaMar, Member

By Max G. Scott
Max G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

Approved as to form and legality

Tony W. Baker
Associate City Attorney

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Works; Ethel A. LaMar and Max G. Scott, members of the Board of Public Works; and Ursula Miller, Clerk of the Board of Public Works,

who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this day of
_____ 1977.

My commission expires:

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Elmer H. Macke, Pres. of Macke Development Corp., who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 27 day of January,
_____ 1977.

My commission expires:
Feb. 26, 1980

Helen I. Woodring
Helen I. Woodring Notary Public

APPROVED THIS _____ DAY OF _____, 1977,

ALLEN COUNTY PLAN COMMISSION

WILLIAM V. SOWERS - PRESIDENT

JAMES E. WALLEY - SECRETARY

APPROVED THIS _____ DAY OF _____, 1977,

WILLIAM L. SWEET COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____, 1977,

ALLEN COUNTY BOARD OF COMMISSIONERS

JACK K. DUNIFON PRESIDENT

RICHARD M. ELLENWOOD VICE PRESIDENT

VANCE L. AMSTUTZ SECRETARY

APPROVED THIS _____ DAY OF _____, 1977,

BOARD OF PUBLIC WORKS CITY OF FORT WAYNE

HENRY R. WEHRENDERG

ETHEL K. LAMAR

MAX G. SCOTTY

APPROVED THIS _____ DAY OF _____, 1977,

FORT WAYNE-ALLEN COUNTY BOARD OF PUBLIC HEALTH

DR. JANE M. IRNSCHER HEALTH COMMISSIONER

CONFIRMED BY THE ALLEN COUNTY PLAN COMMISSION THIS _____ DAY
OF _____, 1977,

JACK G. SUTER ZONING ADMINISTRATOR

A parcel of land located in the South One-Half of the Northeast One-Quarter of Section 34, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning at the Northeast corner of the South One-Half of the Northeast One-Quarter of Section 34, Township 32 North, Range 12 East, Allen County, Indiana: Thence South 00°08' West along the East line of the Northeast One-Quarter of Section 34, a distance of 300.0 feet; Thence North 89°52' West a distance of 435.6 feet; Thence South 0°08' West a distance of 300.0 feet; Thence South 89°52' East a distance of 435.6 feet to a point on said East line of Northeast One-Quarter, Thence South 0°08' West a distance of 721.60 feet along said East line to a point marked by a sapling; Thence North 89°52' 16' 40" West along the Northernly line of Pine Valley Country Club Golf Course a distance of 378.5 feet; Thence North 40°12' West along the Easternly line of said Golf Course a distance of 140.35 to an iron pin; Thence North 0°00'30" East along the Easternly line of said Golf Course a distance of 265.70 to an iron pin; Thence North 84°37' West along the Northernly line of said Golf Course a distance of 40.50 feet to an iron pin; Thence North 43°02' West along the Northernly line of said Golf Course a distance of 300.0 feet to an iron pin; Thence North 60°45'30" West along the Northernly line of said Golf Course a distance of 227.1 feet to an iron pin at the South-east corner of lot #518 Pine Valley Country Club Eight Addition; Thence North 32°12'30" East along the East line of lot #518 a distance of 159.9 feet to a pipe; Thence North 57°47'30" West along the center line of Ransom Drive a distance of 40.0 feet to a pipe; Thence North 32°09' East along the East line of lot #510 of said addition a distance of 135.25 feet to a pipe; Thence South 89°41'30" East along the South line of lot #519 of said addition a distance of 85.0 feet to a pipe; Thence North 23°18'50" East along the East line of lot #519 of said addition a distance of 90.30 feet to a pipe; Thence North 0°23'50" East along the East line of lots #518 and #519 of the said addition a distance of 100.2 feet to the Northeast corner of said lot #518, on the North line of the South One-Half of the Northeast One-Quarter of Section 34; Thence South 89°20'30" East a distance of 740.65 feet along said North line to the point of beginning; containing 17.09 acres more or less, and subject to a 40 foot public roadway along the East line as shown.

I, Kerry Olekweyer, Registered Land Surveyor No. 5-0243 in the State of Indiana hereby certify that the attached plat of Pine Valley Country Club Ninth Addition represents accurately the form and dimensions of all lots, streets and easements and that the said plat lies wholly within the real estate described above.



Kerry R. Olekweyer

3544

TITLE OF ORDINANCE SPECIAL ORDINANCE - SEWER EXTENSION AGREEMENT FOR PINE VALLEY COUNTRYCLUB 9th ADD.

DEPARTMENT REQUESTING ORDINANCE

BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE

MACKE DEVELOPMENT CORP., THE DEVELOPER DESIRES TO CONSTRUCT
A SANITARY SEWER FOR PINE VALLEY COUNTRY CLUB 9th ADDITION. COST WILL BE BORNETOTALLY BY DEVELOPER.

S-77-02-33

EFFECT OF PASSAGE

EXTENSION OF SANITARY SERVICE AND FUTURE CITY UTILITY CUSTOMERS.

EFFECT OF NON-PASSAGE

FAILURE TO PROVIDE SEWER SERVICES WHERE SAID SERVICES ARE
NEEDED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

NO COST TO CITY.

ASSIGNED TO COMMITTEE

G. Jones